

CHAPTER XVI

INFANTS

AN "infant/" in the legal significance of the word means any person who is under 21 years of age. The law presumes, and has long presumed, that the age of responsibility for one's own actions is 21 years; a person under that age is thus designated an "infant/" a person over that age is of full and responsible age. In probate matters there is, it is true, some distinction between those under 12 years of age—"infants" and those over that age—"minors/" but this distinction largely relates to the power to nominate someone as an administrator of an estate—and does not otherwise provide any distinction between an infant of one year and an "infant" of twenty years of age.

By the law (which was amended in 1925), an infant is incapable of holding a legal estate in land, or of being a "tenant for life" under the Settled Land Act, 1925. If someone should, by mistake (i.e. ignorance of the law), convey property to an infant, either beneficially (i.e. for the infant's own benefit) or as a trustee, or as a mortgagee, the conveyance will not be void, but will operate, in the case of a conveyance to the infant beneficially, as an agreement to execute a settlement and in the meantime to hold the land in trust for the infant. If the conveyance be to an infant on trust, the con-

veyance will operate as a declaration of trust and will not pass the legal estate. If the grant or transfer is of a legal mortgage to an infant, it operates as an agreement to execute a transfer thereof to